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### NOTES OF CASES.

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**Mechanic's Lien—Priorities Among Sub-Contractors—What Notice Is Required to Make Owner Personally Liable—Va. Code 1904, Secs. 2479 and 2484.**—In the case of *Schrieber v. Citizens' Bank*, 99 Va. 257, it was decided that sub-contractors who complied with Section 2479 of the Code, prescribing how the owner may be made personally liable, are preferred over sub-contractors who have perfected their liens but who have not taken the necessary steps to render the owner personally liable. The court in its opinion made no mention of the provision of Sec. 2484, which provides that "there shall be no priority among them (those having mechanics lien), except that the lien of a sub-contractor shall be preferred to that of a general contractor." The court, however, may have taken the view that the provision just quoted refers only to those having liens on the property itself and not to those claiming a right to look to the owner personally.

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**Negotiable Instruments—Va. Code 1904, Sec. 2841a (1)—What Affects Negotiability.**—In the case of *Thorpe v. Mindeman*, 101 N. W. (Wis.) 417, it was decided that a mortgage note for a specified sum and payable at a certain future date was negotiable, though it provided that on default in interest or failure to comply with any of the conditions of the mortgage, the whole amount of the principal sum should become due and payable at the option of the mortgagee. This case was decided under the Wisconsin Negotiable Instruments Law under a section thereof which is the same as Sec. 1 of the Virginia act. The Supreme Court of Montana, however, in the case of *Cornish v. Wolverton*, 81 Pac. 4, decided that a note providing that if not paid when due, both principal and interest shall bear an increased rate of interest, is not negotiable. In the same case it was decided that when a note payable to order is signed without endorsement, its negotiable character is destroyed.

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**Negotiable Instruments—Certificate of Deposit Negotiable—Va. Code 1904, Sec. 2841a (1).**—An instrument issued by a bank certifying that A has a deposit of three hundred dollars in bank bearing interest at seven per cent. per annum, payable annually, due in two years from date, and "will be cashed only by being returned to the bank by the International Money Box Company of New York or their order," is a negotiable instrument. *Young v. American Bank*, 89 N. Y. Supp. 915. The provisions of the New York law are the same as those contained in Sec. 1 of the Uniform Negotiable Instruments Law found in Va. Code 1904, Sec. 2841a (1).

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**Negotiable Instruments—Effect of Authorizing Confession of Judgment Before Maturity—Va. Code 1904, Sec. 2841a (5).**—The Virginia